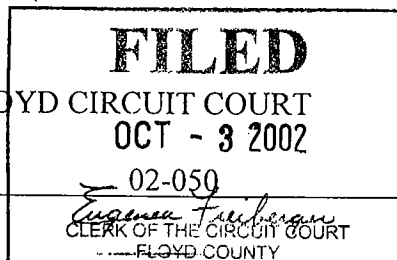


STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

IN THE FLOYD CIRCUIT COURT
OCT - 3 2002
AVC NO. 02-050



IN RE: RICHARD A. STETTENBENZ)
individually and doing business as)
CREATIVE SCIENCE & RESEARCH)
Respondent.)

MISCELLANEOUS DOCKET

NO. 23001-0210, mi. 545

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Richard Stettenbenz, individually and doing business as Creative Science & Research, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, at all relevant times, was an individual, doing business as Creative Science & Research, engaged in the sale of goods via Internet auctions and mail order, with a principal place of business in Floyd County, located at P.O. Box 557, New Albany, Indiana, 47151.
2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code §4-6-9-4 and Indiana Code §24-5-0.5-1 *et seq.*

4. ✓ Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, when the Respondent knows or should reasonably know that it does not.

5. ✓ Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the Respondent knows or should reasonably know that it is not.

6. ✓ Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he can not.

7. ✓ Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

8. ✓ Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 *et seq.*

9. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

10. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

11. The Office of the Attorney General shall file this Assurance with the Circuit Court of Floyd County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 27 day of sept, 2002.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Indiana Attorney General

Richard A. Stettenbenz
RICHARD A. STETTENBENZ,
individually and doing business as,
CREATIVE SCIENCE & RESEARCH

By: Terry Tolliver
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
402 W. Washington, IGCS 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

APPROVED, this _____ day of OCT - 3 2002, 2002.

J. Terrence Cady
Judge, Floyd County Circuit Court